

SERIAL 03077 IGA COMPUTER OUTPUT MICROFICHE SERVICES

DATE OF LAST REVISION: July 09, 2006

CONTRACT END DATE: June 30, 2006

CONTRACT PERIOD BEGINNING OCTOBER 01, 2002
ENDING ~~SEPTEMBER 30, 2004~~ 2005 MAY 31
JUNE 30, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for COMPUTER OUTPUT MICROFICHE
SERVICES

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Office Contract AD020206. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) S073714 B0602921.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



Offer and Acceptance

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

SOLICITATION NO.: AD020206

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VENDOR: Anacomp

OF
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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.

07321529-J

Federal Employer Identification No.

35-1144230

ANACOMP, INC.

Address

PHOENIX, AZ 85040

City

State

Zip

For clarification of this offer, contact:

Name: BEN ZAPIEN

Phone: (602) 437-8363

Fax: (602) 437-8560

Signature of Person Authorized to Sign Offer

RICHARD V. KEELE

Printed Name

EXECUTIVE VICE PRESIDENT, SALES & MARKETING

Title

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization is/xx is not a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. AD020206-001. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this

1st

day of October

20 02

Procurement Officer

James Scarboro, Procurement Specialist



Contract Summary

Contract No.: AD020206 - 001

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State Procurement Office

100 N. 15th Ave

Suite 104

Phoenix, AZ 85007-3223

CONTRACT TITLE: Computer Output Microfiche Service - Statewide

CONTRACT TYPE: Statewide Contract

CONTRACT PERIOD: October 01, 2002

THRU: September 30, 2004

CONTRACTOR NUMBER: 351144230 - 902

CONTRACTOR NAME: Anacomp

CONTACT NAME : Ben Zapien

ADDRESS: 4829 S 36th Street

Suite 4

Phoenix, AZ 85040

TELEPHONE: (602) 437-8363

FAX NUMBER: (602) 437-8560

CONTRACTING AGENCY: State Procurement Office

CONTACT NAME: James Scarboro

TELEPHONE: (602) 542-9122

F.O.B. TERMS: FOB Delivered

DELIVERY: One (1) day or as required herein

PAYMENT TERMS: Net 30 Days



Uniform Terms and Conditions

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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- B. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. *“Contractor”* means any person who has a Contract with the State.
- E. *“Days”* means calendar days unless otherwise specified.
- F. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. *“Offer”* means bid, proposal or quotation.
- I. *“Offeror”* means a vendor who responds to any type of Solicitation.
- J. *“Procurement Officer”* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. *“Solicitation”* means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. *“Solicitation Amendment”* means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- N. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.



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- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract administration and operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

4. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.
- C. Applicable Taxes.
1. Payment of Taxes by the State. The State shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.



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4. IRS W9 Form. In order to receive payment under any resulting Contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.
5. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

5. Contract changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by



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Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

1. Of a quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials are used;
3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

E. Year 2000.

1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.

G. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

H. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.



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2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
- B. Stop Work Order.
1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State. The Contractor shall be entitled to receive just and equitable compensation for

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work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

F. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to the State Procurement Administrator, State Procurement Office, 15 South 15th Avenue, Suite 103, Phoenix, Arizona, 85007.



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Eligible Agencies (Statewide)

Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2632.

Contract Type (Term)

Fixed price, term, and indefinite quantity.

Term of Contract (2 Years from Award)

The term of any resultant contract shall commence 30-days following the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

Estimated Usage

The contract shall be on an as-needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.

Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

Contract Extension

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.

Billing

Invoices or billing notices shall include descriptions of all services provided including all delivery times, and contractual payment terms, including the contract and applicable line item number(s). Any purchase or contract release order issued by the purchasing agency shall refer to the contract and line item number(s) also.

Price Adjustment

The State Procurement Office may review a fully documented request for a price adjustment.

A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

The Contractor shall offer the State a price reduction on the contract products concurrent with a published price reduction made to other customers.

The price increase adjustment, if approved, will be effective upon the first day of the month following approval.

Confidentiality of End User Data

While gross usage statistics will be gathered and used to generate reports, the contractor agrees to keep confidential the information concerning individual end-users. Under no conditions will information about end-users be resold, transferred or conveyed to any third party. Neither shall the contractor retain and reuses information about the end-users in their own operations.

Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others carrying out its functions under the contract shall be used by



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or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

Ordering Process

State Agencies and all authorized Cooperative Members may purchase the material and/or service awarded under any resultant Contract(s) by the issuance of a Contract Release or Purchase Order to the appropriate Contractor. Each Contract Release or Purchase Order shall cite the applicable State Contract number and identify all applicable line items utilized therein. A Contract Release or Purchase Order is the only document required for a purchasing State Agency or authorized Cooperative Member to order and take delivery of the material and /or service awarded under any resulting Contract(s). Contractors shall not require agreements and/or authorizations in addition to or in place of a valid Contract Release or Purchase Order.

Any resultant Contract(s) are in accordance with all applicable State Statutes and Administrative Code, thus no additional competition amongst awarded Contractors is necessary. Any attempt to represent any material and/or service, not specifically awarded, as being under Contract with the State of Arizona is a violation of the Contract including applicable Administrative Code and State Statutes.

Usage Report

Contractor shall furnish the State a Usage Report delineating the acquisition activity of any resultant Contract. Usage Report format shall be approved by the State but at a minimum shall disclose the following information.

- A. Acquisitions by line item, gross quantities per period.
- B. Acquisitions by line item, gross value per period.
- C. Acquisitions by purchasing entity, State Agency and authorized Cooperative Members per period.

Usage Reports may, at the discretion of the State, be submitted in secure digital format. Usage Reports shall be submitted quarterly based on the State's fiscal year calendar. Reports shall be due within fifteen (15) days of the last day of each of the following report periods: July 1 - September 30, October 1 - December 31, January 1 - March 31, and April 1 - June 30.

Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Performance Bond

The contractor shall be required to furnish an irrevocable security in the amount of \$15,000.00 of the total contract price payable to the State of Arizona, binding the contractor to provide faithful performance of the contract.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within ten (10) calendar days from receipt of notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to SPO form 302 included with this solicitation.

Insurance

Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain insurance coverage listed below. Coverage will be provided with forms and insurers acceptable to the State of Arizona until all obligations under this Contract



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are satisfied. All insurers must be authorized to do business in the State of Arizona by the Arizona Department of Insurance and possess a current AM Best, Inc. rating of at least A VII.

1. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and minimum unimpaired Products and Completed Operations aggregate and General Aggregate minimum limits of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000 combined single limit per occurrence, with respect to claims arising from the ownership, maintenance or use of any auto assigned to or used in the performance of this contract. This requirement may be modified at the discretion of (Agency Name) to acknowledge coverage provided by a Family or Personal Automobile Liability policy endorsed to cover Business Use of the vehicle(s) used in performance of this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;

Employer's Liability (Coverage B): \$500,000.00 each accident;

\$500,000.00 each employee/disease;

\$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

The State or Arizona and reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

In case any work is subcontracted, the Contractor will require all subcontractors to provide comparable coverage.

Failure on the part of the Contractor to procure or maintain required insurance shall constitute a material breach of contract upon which the Contracting Agency may immediately terminate this Contract.

The policies required by the Commercial General and Business Automobile Liability Sections herein shall be endorsed to include the State of Arizona as additional insured and shall require that the insurance provided by the Contractor shall be primary insurance and that any insurance carried by the State of Arizona shall be excess and not contributory insurance to that provided by the Contractor.

Certificates of insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify the contract number and include certified copies of endorsements naming the State of Arizona as Additional Insured as required. The insurance policies required by this paragraph shall contain a provision that coverages will not be cancelled or materially altered until at least 60 days prior written notice has been given to the State of Arizona.

Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona and may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.



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If the contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above shall not apply.

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I. Introduction

State Agencies and members of its purchasing cooperative have a requirement for Computer Output Microfiche (COM) service. COM services shall be those services described herein with pick-up and turn-around service, FOB delivered, throughout the metropolitan Phoenix and Tucson areas, and outside of these areas for an additional fee. Experience has demonstrated the necessity to have a contractor who is able to respond without delay in order to meet the volume of work, short notice and quick turnaround required by the State and its cooperative members.

II. Requirements

Contractor shall provide the following COM services in accordance with the provisions and requirements designated in this document.

- A. Contractor shall provide the personnel and equipment necessary to perform all services, including the secure pick-up and delivery of materials between the agency and the contractor's facilities.
- B. Contractor must provide consultation, initial programming, application set-up, conversion and modification of existing applications and complete microfiche production services.
- C. Contractor shall provide a full satisfaction warranty for all services performed and product delivered provided under this contract.

FIO: In their response to this requirement, offerors shall provide a written statement of the warranty under which the services and product shall be furnished. Include any procedures required to invoke the provisions of the warranty.

- D. Contractor's primary facility responsible for performing the services required by this contract shall be located in the Phoenix metropolitan area.

FIO: In their response to this requirement, offerors shall provide the specific addresses of their primary COM service facility.

- E. Contractor shall provide all services FOB destination to any location within the Phoenix or Tucson metropolitan areas specified by a requesting agency or political subdivision.


FIO: In their response to this requirement, offerors shall provide a written narrative describing the method by which pickup and delivery will be accomplished for agencies in the Phoenix and Tucson areas.

- F. Contractor shall provide all services to any agency or political subdivision outside the Phoenix and Tucson areas on a Fright Prepaid and Charged Back basis. Only actual shipping charges shall be paid and the State reserves the right to request true copies of freight invoice documents. Reasonable mileage and per diem may be charged for on-site support outside the Phoenix and Tucson areas when requested by an agency or political subdivision. The contractor is required to inform the agency or political subdivision of the supplementary charges prior to any trip.

FIO: In their response to this requirement, offerors shall provide a written narrative describing the method by which pickup and delivery will be accomplished for agencies outside of the Phoenix and Tucson areas.

- G. Contractor shall process microfiche from data compiled on any standard model or brand of equipment or in any standard tape or cartridge format.

FIO: In their response to this requirement, offerors shall list all acceptable data and presentation formats. Offerors shall clearly identify all standard and non-standard models or brands of equipment, tapes or cartridge formats. Offeror shall clarify their capacity to service any such non-standard models brands, tapes and formats and any additional charges for these goods and services.

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H. Contractor shall process microfiche in all standard magnifications, header, title and indexing formats.

FIO: In their response to this requirement, offerors shall list all standard and non-standard magnifications, header, title and indexing formats they can accommodate. Offeror shall clarify their capacity to service any such non-standard formats and any additional charges associated with them.

I. Contractor shall consult with each requesting agency prior to initiating any work and shall conform to any agency requirement in regard to tape identification, job title, application code, control numbers, documentation and any other job, delivery or identification format requirements.

J. Contractor shall be responsible for being fully informed and thoroughly clear as to the instructions provided by the agency. The establishment of harmonious working procedures appropriate to the agency and support of a mutually productive working environment shall be the responsibility of the contractor.

K. Contractor shall provide normal hours of coverage from 7:00 A.M. to 6:00 P.M. MST, Monday through Friday. On request, the contractor shall provide weekend and holiday service for special applications at no additional charge.

L. Contractor shall provide turnaround times that comply with the following requirements. Turnaround time is the period of time beginning with the receipt of a job work order and data tape by the contractor and ending with acceptance of the processed microfiche by the agency.

1. Normal turnaround time shall be within twenty-four (24) consecutive hours or less and shall be provided at no additional charge over the price per frame entered on the Price Sheet.
2. At the specific request of an agency or political subdivision, turnaround service shall be provided in twelve (12) consecutive hours or less. The charge for this service is to be indicated as a surcharge to the normal per original frame price and is to be entered on the appropriate line on the Price Sheet.

M. Contractor shall destroy all excess product or materials that contain State data in a manner acceptable to the State, as determined by the agency.

N. Contractor shall dispose of all waste material, including all waste by-products from film processing operations, in compliance with all State and federal requirements, as determined by the agency.

O. Contractor shall have confirmed access to contingency facilities sufficient to provide uninterrupted service should the primary facility become inoperative.


FIO: In response to this requirement, offerors shall provide the specific addresses of their contingency COM service facility. If the backup facility is under your direct management and control, provide a positive statement of that fact. If not, provide a statement of the relationship with your firm and confirmation that the backup facility will support your firm in providing uninterrupted service.

P. Contractor shall inform all State agencies, and other eligible purchasing entities, utilizing this contract, of their requirement to receive approval for any computer output microfilm from the Arizona State Library, Archives and Public Records pursuant to ARS 41-1348. See Attachment, Applicable Statute.

Q. Contractor shall meet all quality control standards for COM established under ANSI/AIIM MS1-1996.

FIO: In response to this requirement, provide a written narrative describing your procedures for maintaining the security and confidentiality of state records.

R. Contractor may accept computer output electronically, in a secure stable format, at the discretion of, and as it is advantageous to, the purchasing agency.

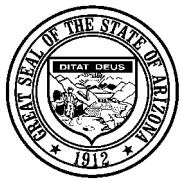
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FIO: In response to this requirement, describe your ability to receive computer output materials, all acceptable formats, and your work process for producing all microfiche as required herein.

- S. Contractor may establish a minimum charge per delivery for the provision of services described herein. This amount shall not exceed \$50.00 per delivery.

III. Definitions

- A. FIO: "Further Instructions to Offerors."
- B. Phoenix metropolitan area is defined as the area located within a thirty (30) mile radius of the Arizona State Capital.
- C. Tucson metropolitan area is the area located within a thirty (30) mile radius of the Tucson City Hall.



Price Sheet

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Price Proposal

For the goods and/or services specified herein, the following apply:

- A. Delivery: Delivery is assured within 1 calendar days after receipt of an order. (See, Special Terms and Conditions, Delivery)
- B. Prompt Payment Discount: If payment is made within N/A calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by N/A%. This discount shall be applied to all Agency purchase transactions, excluding those initialized utilizing a credit or "Purchasing" card.
- C. Taxes: Price(s) offered do not include any applicable transaction privilege (sales) taxes. If the products and/or services specified require transaction privilege (sales) taxes, they are to be described and itemized separately on the Offer. Sales Tax Percent is 7.05%. (See Uniform Instructions to Offerors, paragraph 3.J.)
- E. Prices: Offerors shall propose prices and pricing on all line items below. Offerors may add additional pages as necessary.
- F. Minimum Charge: Offerors shall propose a minimum charge for each delivery of goods and services provided herein. See Scope of Work. Minimum Charge per Delivery.....\$ 45.00.

LINE NO.	COMMODITY DESCRIPTION	U/M	UNIT PRICE
100	121694 - COM Services,Original Fiche Frames Price per original frame, magnetic input. Standard frames, equipment, formats, magnifications, etc..... Price per Non- Standard frames, equipment, formats, magnifications, etc.....\$ <u>No Charge</u>	ea	\$ 0.0021
200	121695 - COM Services,Copy Fiche,Standard Diazo Price per copy from above original. Standard..... Price per Non-Standard.....\$ <u>No Charge</u>	ea	\$ 0.0400
300	121696 - COM Services,Cut Fiche,Standard Diazo Price per copy fiche. Standard..... Price per Non-Standard.....\$ <u>No Charge</u>	ea	\$ 0.1190
400	121697 - COM Services,Copy Fiche Dataguard Price per copy fiche. Standard..... Price per Non-Standard.....\$ <u>N/A</u>	ea	Not Available
500	121702 - COM Services,Original 100ft 16mm Open Reel Cine/comic format with return reel boxed. Price per original frame. Standard..... Price per Non-Standard.....\$ <u>No Charge</u>	ea	\$ 0.0059



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LINE NO.	COMMODITY DESCRIPTION	U/M	UNIT PRICE
600	121703 - COM Services,Copy Fiche 100ft 16mm Open Reel Standard Diazo open reel boxed. Price per copy roll. Standard..... Price per Non-Standard.....\$ <u>No Charge</u>	rl	\$ 4.46
700	127017 - COM Services,Surcharge (12 hour turnaround) Surcharge in addition to charge per original frame above for twelve (12) hour turnaround.	ea	No Charge

G. Additinal Pricing or Prices: Offerors shall, in addition to those prices provided above, identify any/all additional pricing and/or prices applicable to services provided herein.

End of Contract AD020206 - 001 Document